

# Lease Agreement

THIS LEASE AGREEMENT ( hereinafter referred to as the "Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ whose address is (hereinafter referred to as "Lessor") and \_\_\_\_\_ (hereinafter referred to as Lessee")

## WITNESSETH:

WHEREAS, Lessor is the fee owner of certain real property being, lying and situated in \_\_\_\_\_ County, State of UTAH such real property having a street address of \_\_\_\_\_.

WHEREAS, Lessor is desirous of leasing the Premises to Lessee upon the terms and conditions as contained herein; and

WHEREAS, Lessee is desirous of leasing the premises from Lessor on the terms and conditions as contained herein;

NOW THEREFORE, for and in consideration of the sum of \$\_\_\_\_\_, the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM.** Lessor leases to lessee and Lessee leases from Lessor the above described Premises together with any and all appurtenances thereto, for a term of \_\_\_\_\_ year(s)/month(s), such term beginning on \_\_\_\_\_, and ending \_\_\_\_\_.
2. **RENT.** The monthly rent for the term hereof is the sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) payable on the \_\_\_\_\_ day of each month. All such payments shall be made to Lessor at Lessor's address as set forth in the preamble to this Agreement on or before the due date and without demand.
3. **DAMAGE DEPOSIT.** Upon the due execution of this Agreement, Lessee shall deposit with Lessor the sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) receipt of which is here by acknowledge by Lessor, as security for any damage caused to the Premises during the term hereof. Such deposit shall be returned to Lessee, without interest, and less any set off for damages to the Premises upon the termination of this Agreement.
4. **USE OF PREMISES.** The Premises shall be used and occupied by Lessee and Lessee's immediate family, consisting of \_\_\_\_\_ Adults and \_\_\_\_\_ children, exclusively, as a private single family dwelling. Lessee shall not allow any other person, other than Lessee's immediate family or transient relatives and friends who are a guest of Lessee, to use or occupy the Premises without first obtaining Lessor's written consent to such use. Lessee shall comply with any and all laws, ordinances, rules and orders of any all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
5. **CONDITION OF PREMISES.** Lessee stipulates, represents and warrants that Lessee has examined the Premises, and that they are at the time of this Lease in good order, repair and in a safe, clean and tenantable condition.

6. **ASSIGNMENT AND SUB-LETTING.** Lessee shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Lessor. A consent by Lessor to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, subletting or license without prior written consent of Lessor or an assignment or subletting by operation of law shall be absolutely null and void and shall, at Lessor's option, terminate this Agreement.
7. **ALTERATIONS and IMPROVEMENT.** Lessee shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Lessor. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Lessee shall unless otherwise provided by written agreement between Lessor and Lessee, be and become the property of Lessor and remain on the Premises at the expiration or earlier termination of this agreement.
8. **HAZARDOUS MATERIALS.** Lessee shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
9. **UTILITIES.** Lessee shall be responsible for arranging for and paying for all utility services required on the Premises, with the exception of \_\_\_\_\_ which will be paid by the Lessor.
10. **MAINTENANCE AND REPAIR; RULES.** Lessee will keep and maintain the Premises and appurtenances in good and sanitary condition and repair during this term of the Agreement and any renewal thereof. Without limiting the generality of the foregoing, Lessee shall:
  - (a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs, and /or halls, which shall be used for the purposes of ingress and egress only.
  - (b) Keep all windows, glass, window coverings, doors, locks, and hardware in good, clean order and repair.
  - (c) Not obstruct or cover the windows or doors
  - (d) Not leave windows or doors in an open position during any inclement weather;
  - (e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space.
  - (f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Lessor.
  - (g) Keep all air conditioning filters clean and free from dirt.
  - (h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Lessee shall not allow any sweepings, rubbish, sand, rags, ashes, or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Lessee.
  - (i) And Lessee's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents.
  - (j) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents.
  - (k) Deposit all trash, garbage, rubbish or refuse in the locations provided therefore and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements.
  - (l) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the condominium or homeowners' Association having control over them.

11. **DAMGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly untenable by fire, storm, earthquake, or other casualty not caused by negligence of Lessee, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Lessor and Lessee up to the time of such injury or destruction of the Premises, Lessee paying rentals up to such date and Lessor refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered untenable, the Lessor shall have the option of either repairing such injured or damaged portion or termination of this Lease. In the event that Lessor exercises its right to repair such untentantable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Lessor as speedily as practical, after which the full rent shall recommence and the agreement continue according to its terms.
12. **INSPECTION OF PREMISES.** Lessor and Lessor's agents shall have the right at all reasonable times during the term of this agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And the purposes of making any repairs, additions or alterations as may be deemed appropriate by Lessor of the perseveration of the Premises or the building. Lessor and its agents shall further have the right to exhibit the Premises and to display the usual "For Sale, "For Rent or Vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, but don not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.
13. **LESSEE'S HOLD OVER.** If Lessee remains in possession of the Premises with the consent of Lessor after the natural expirations of this Agreement, a new tenancy from month-to month shall be created between Lessor and Lessee which shall be subjected to all of the terms and conditions hereof except that rent negotiated and tenancy shall be terminable upon fifteen (15) days written notice served by either party.
14. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Lessee shall surrender the Premises in as good of state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements accepted.
15. **ANIMALS.** Lessee shall be entitled to keep no more than \_\_\_\_ (\_\_\_\_) domestic dogs, cats or birds; however, at such time as Lessee shall actually keep any such animal on the Premises, Lessee shall pay to Lessor a pet deposit of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) of which, \_\_\_\_\_ DOLLARS (\_\_\_\_\_) shall be non-refundable and shall be used upon the termination or expiration of this Agreement for the purpose of cleaning the carpets of the building.
16. **QUIET ENJOYMENT.** Lessee, upon payment of all of the sums referred to herein as being payable by Lessee and Lessee's performance of all Lessee's agreements contained herein and Lessee's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.
17. **INDEMNIFICATION.** Lessor shall not be liable for any damages or injury of or the Lessee, Lessee's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the premises are apart, and Lessee hereby agree to indemnify, defend and hold Lessor harmless from any and all claims or assertions of every kind and nature.
18. **DEFAULT.** If Lessee fails to comply with any the material provisions of this agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Lessor, or materially fails to comply with any duties imposed on Lessee by statute, within seven (7) days

after delivery of written notice by Lessor specifying the non-compliance and indicating the intention of Lessor to terminate the Lease by reason thereof, Lessor may terminate this Agreement. If the Lessee fails to pay rent when due and the default continues for seven (7) days thereafter, Lessor may, at Lessor's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise and all rights and remedies available to Lessor at law or in equity or may immediately terminate this Agreement.

19. **LATE CHARGE.** In the event that any payment require to be paid by Lessee hereunder is not made within three(3) days of when due, Lessee shall pay the Lessor, in addition to such payment or other charges due hereunder, a "late fee" in the amount of \_\_\_\_\_(\$\_\_\_\_\_).
20. **ABANDONMENT.** If at any time during the term of this Agreement Lessee abandons the Premises or any part thereof Lessee may, at Lessor's option, obtain possession of the Premises in the manner provided by law and without becoming liable to Lessee for damages or for any payment of any kind what so ever. Lessor may, at Lessor's discretion, as agent for Lessee, relet the Premises, or any part thereof, for the whole or any part thereof , for the while or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this agreement during the balance of the unexpired term, if this Agreement had continue in force, and the net rent for such period realized by Lessor by means of such reletting. If Lessor's right of reentry is exercised following abandonment of the Premises by Lessee, then Lessor shall consider any personal property belonging to Lessee and left on the Premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and Lessor is herby relieved of all liability for doing so.
21. **ATTORNEY'S FEES.** Should it become necessary for Lessor to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premise, Lessee agrees to pay all expenses so incurred, including a reasonable attorney's fee.
22. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by through and under the Laws of the State of Utah.
23. **NON-WAIVER.** No indulgence, waiver, election or non-election by Lessor under this Agreement shall affect Lessee's duties and liabilities hereunder.
24. **MODIFICATION.** The parties herby agree that this document contains the entire agreement between the parties and this agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

25. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

As to Lessor this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.      As to Lessee, this \_\_\_\_ day of \_\_\_\_, 20\_\_.

Lessor: \_\_\_\_\_

Lessee: \_\_\_\_\_

